

COUNTY COUNCIL  
OF  
HARFORD COUNTY, MARYLAND

BILL NO. 08-28 (As Amended)

Introduced by Council President Boniface at the request of the County Executive

Legislative Day No. 08-08 Date March 18, 2008

AN EMERGENCY ACT to add new Article V, Other Post-Employment Benefits, and new Section 38-45, Harford County Other Post-Employment Benefit Trust Agreement, to Chapter 38, Personnel, of the Harford County Code, as amended; to provide for the adoption by reference of the Harford County Other Post-Employment Benefit Trust Agreement, which is attached hereto and incorporated herein by reference; to provide that the Harford County Other Post-Employment Benefit Trust Agreement is made a part hereof as though fully stated herein; and generally relating to the establishment of a benefit trust for retired county employees.

By the Council, March 18, 2008

Introduced, read first time, ordered posted and public hearing scheduled

on: April 15, 2008

at: 6:30 p.m.

By Order: Barbara J. O'Connor, Council Administrator

**PUBLIC HEARING**

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on April 15, 2008, and concluded on April 15, 2008.

Barbara J. O'Connor, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

Section 1. Be It Enacted By The County Council of Harford County, Maryland that new Article V, Other Post-Employment Benefits, and new Section 38-45, Harford County Other Post-Employment Benefit Trust Agreement, be, and they are hereby, added to Chapter 38, Personnel, of the Harford County Code, as amended, to read as follows:

**Chapter 38. PERSONNEL**

**ARTICLE V. OTHER POST-EMPLOYMENT BENEFITS**

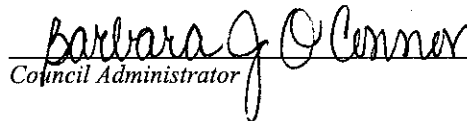
**§ 38-45. HARFORD COUNTY OTHER POST-EMPLOYMENT BENEFIT TRUST AGREEMENT.**

THE HARFORD COUNTY OTHER POST-EMPLOYMENT BENEFIT TRUST AGREEMENT IS INCORPORATED HEREIN AND ADOPTED BY REFERENCE AS THOUGH IT WERE FULLY STATED HEREIN.

Section 2. And Be It Further Enacted that this Act is hereby declared to be an emergency act necessary to comply with the requirements of Government Accounting Standards Board Statement 45 regarding other post-employment benefits within the current fiscal year and implement the County's plan to fund health benefits for retirees and for the health, safety and welfare of the citizens of Harford County, Maryland, and this Act shall take effect on the date it becomes law.

EFFECTIVE: May 14, 2008

*The Council Administrator does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.*

  
Council Administrator

HARFORD COUNTY BILL NO. 08-28 As Amended

Brief Title Others Post - Employment Benefit (OPEB) Trust Agreement

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

**CERTIFIED TRUE AND CORRECT**

Barbara J. O'Connor  
Council Administrator

Date May 6, 2008

**ENROLLED**

Billy Bonifera  
Council President

Date May 6, 2008

**BY THE COUNCIL**

Read the third time.

Passed: LSD 08-12

Failed of Passage: \_\_\_\_\_

By Order

Barbara J. O'Connor  
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7<sup>th</sup> day of May, 2008 at 3:00 p.m.

Barbara J. O'Connor  
Council Administrator



**BY THE EXECUTIVE**

David H. Craig  
COUNTY EXECUTIVE

APPROVED: Date May 14, 2008

**BY THE COUNCIL**

This Bill No. 08-28 As Amended having been approved by the Executive and returned to the Council, becomes law on May 14, 2008.

EFFECTIVE DATE: May 14, 2008

Barbara J. O'Connor  
Barbara J. O'Connor,  
Council Administrator

**HARFORD COUNTY  
OTHER POST EMPLOYMENT BENEFIT  
TRUST AGREEMENT**

**By and Between**

**Harford County, Maryland**

**and**

**Board of Trustees of the Harford County  
Other Post Employment Benefit Trust**

**HARFORD COUNTY  
OTHER POST EMPLOYMENT BENEFIT  
TRUST AGREEMENT**

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**HARFORD COUNTY  
OTHER POST EMPLOYMENT BENEFIT  
TRUST AGREEMENT**

THIS TRUST AGREEMENT ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Harford County, Maryland (hereinafter "County") and the Board of Trustees of the Harford County Other Post Employment Benefit Trust (hereinafter "Trustees").

**WITNESSETH:**

WHEREAS, Article 25A, § 5(O), entitled "Assessments, Levy and Collection of Taxes," authorizes the County to provide for the payment of additional retirement and disability benefits to former employees of the County as may, in the opinion of the County Council, be entitled; and

WHEREAS, the County has adopted the Administrative Policy on Retiree Medical Benefits (APRMB) for the benefit of its eligible service employees; and

WHEREAS, the assets accumulated in connection with the APRMB shall be held in trust for the exclusive purposes of providing benefits to participants covered by the APRMB and their beneficiaries, and defraying reasonable expenses of administering the APRMB and the Trust.

NOW, THEREFORE, the County and the Trustees, intending to be legally bound, do hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**1.1 *Definitions.***

In this agreement, the following words and phrases have the following meanings:

- (a) APRMB: Administrative Policy on Retiree Medical Benefits of Harford County, Maryland, effective as of 7/1/94, as amended from time to time.

- (b) Director of Human Resources: The Director of Human Resources of Harford County Maryland, including if applicable, the Acting Director of Human Resources.
- (c) Investment Manager: A person or entity who exercises discretion to manage all or part of the assets of the Trust Fund.
- (d) OPEB Board or Board: The Board of Trustees established under this agreement to manage and invest Trust Fund assets.
- (e) Participating Agency: An agency whose employees are covered under the APRMB.
- (f) Trust Fund: The trust fund established under this Agreement.

**ARTICLE II**  
**EMPLOYEES' TRUST**

**2.1 Establishment of Trust.**

- (a) County APRMB. The APRMB reflects the terms (including eligibility and benefits) of the retiree health and welfare benefits provided by the County. All benefits must meet any applicable Federal or State requirements. The Director of Human Resources may amend the APRMB at any time, or terminate the APRMB (or any portion thereof) at any time for any reason. No retiree benefit is guaranteed, except as expressly provided by a contract entered into by the County and the beneficiary.
- (b) Establishment of Trust. A trust, known as the Other Post Employment Benefits (OPEB) Trust, effective the date of enactment, is hereby established to fund all or a portion of the benefits provided under the APRMB. The Trust is intended solely as a funding mechanism to pay for County retiree benefits provided under the terms of the APRMB, and does not create any obligation by the County to provide any benefit listed in the APRMB. Any individual covered under the APRMB, and any other current or former County employee, or current or former participating agency employee, has no right to any asset in the Trust Fund. The Trust Fund may be, but is not required to be, the sole source of funding for the benefits to be provided under the APRMB.
- (c) Type of Trust. The County intends that the Trust Fund:
  - 1. Be used to perform its essential government function of providing benefits, including medical insurance benefits, to participants and eligible dependents; and
  - 2. Qualify as a tax exempt trust under Internal Revenue Code Section 115.



- (d) Assets of Trust Fund. All contributions and all earnings and other additions, less payments, constitute the assets of the Trust Fund.
- (e) Exclusive Benefit. The Trust Fund must be held for the exclusive benefit of participants covered by the APRMB and eligible dependents, and used only to provide benefits and defray reasonable expenses under the APRMB. Trust Fund assets must not revert to the County unless the County terminates the APRMB.

## **2.2 Board of Trustees**

- (a) Management. The OPEB Board of Trustees must manage the Trust Fund. The OPEB Board must hold legal title to all assets of the Trust Fund, but may transfer some incidents of ownership to the OPEB Board's agents as provided in this Article.
- (b) Membership.
  - 1. The OPEB Board has 3 members.
  - 2. The County Executive will appoint 3 voting, ex officio members of the OPEB Board. Each member must serve indefinitely while holding the respective office. These members are:
    - i. The County Treasurer or Acting County Treasurer
    - ii. The Director of Human Resources or Acting Director of Human Resources
    - iii. The Director of Administration or Acting Director of Administration
- (c) Temporary Vacancy. If there is a temporary vacancy on the OPEB Board because of an unfilled position or an extended absence of an OPEB Board member, the County Executive may appoint a temporary OPEB Board member to serve until the position is filled or the absent member returns to service.
- (d) Compensation. Each Board member serves on the OPEB Board without additional compensation from the County and without compensation from any other source. The OPEB Board must reimburse any Board member for any expense approved by the OPEB Board. An OPEB Board member must not receive reimbursement for any expense from any other source.
- (e) Acceptance of Trust. Within 10 days after the County Executive appoints an OPEB Board member, the member must certify in writing to the County Executive that the member accepts the Trust and will administer its affairs with care, skill, prudence, and diligence.

(f) Written Policies. The OPEB Board must establish written policies to administer and invest funds under this Article and transact the Trust's business.

(g) Officers. The OPEB Board must select a chair, vice chair, and secretary from its members.

1. The chair must preside at Board meetings and may take administrative action, including executing an instrument, on behalf of the Board. A person may rely in good faith on an act of the chair as legally valid.
2. The vice chair must perform the duties and exercise the powers of the chair when:
  - i. The Chair is unavailable to perform those duties; or
  - ii. The OPEB Board determines that the chair is otherwise unable to perform those duties.
3. The Secretary must record the proceedings and actions of the OPEB Board and may certify a document or action of the OPEB Board. A person may rely in good faith on the secretary's certification as proof of a document or action.

(h) Meetings and Actions.

1. The OPEB Board must meet at least once during each fiscal year. The chair, or two members of the OPEB Board, may call a meeting in the manner and at times and places provided under the Board's policies.
2. Each OPEB Board member has one vote. Two OPEB Board members constitute a quorum. Two OPEB Board members must agree for the OPEB Board to take any action.
3. The OPEB Board may act without a meeting. All Board members must concur in writing for the Board to approve any action without a meeting.
4. The OPEB Board may adopt operating procedures consistent with this Section and other applicable law.
5. The OPEB Board may authorize a Board member to execute instruments on behalf of the Board. The authority must be in writing and specifically describe each instrument and how the member must execute the instrument.

(i) Records.

1. The OPEB Board must keep investment accounts and records, including separate accounts for participating agencies, necessary to calculate the Trust Fund's value attributable to the contributions of each participating agency.

2. The Board may designate a person to maintain those records.
3. All Trust Fund accounts and records are subject to State laws on public records.

**2.3 Contributions and Payments.**

- (a) County Contributions. The County may contribute to the Trust Fund those amounts that the Council appropriates. The County is not required to make any contribution to the Trust Fund unless a written contract with one or more beneficiaries so requires.
- (b) Acceptance of Contributions. The OPEB Board must accept all contributions deposited in the Trust Fund and held by the custodian as Trust Fund property. The OPEB Board is not responsible for calculating or collecting any contribution, but is only responsible for contributions deposited to the Trust Fund and amounts held in the Trust Fund.
- (c) Payments. Payments may be made from the Trust Fund in those amounts directed by the Director of Human Resources only to pay for all or part of the benefits provided under the APRMB, administrative expenses relating thereto and expenses of the Trust Fund. The OPEB Board is not liable for any payment directed by the Director of Human Resources and is not required to confirm compliance of such payments with the APRMB.
- (d) Expenses. The OPEB Board may be reimbursed for expenses solely incurred in the administration of the Trust Fund and must pay from the Trust Fund expenses reasonably incurred by the Director of Human Resources to administer the APRMB to the extent that those expenses have not been paid by the County. The OPEB Board may pay expenses incurred under Section 2.4(h)11 without direction of the Director of Human Resources.

**2.4 Trust Fund Management.**

- (a) General. The OPEB Board has the exclusive authority to manage the Trust Fund's assets. All powers and duties required to manage the Trust Fund are vested in the OPEB Board by this Article.
- (b) Procurement. Chapter 41 of the Harford County Code, as amended, does not apply to the procurement of goods and services by the OPEB Board for the Trust Fund.
- (c) Transfer Agents.
  1. The OPEB Board may register any assets in its own name or in the name of a nominee. The OPEB Board or its agent must keep records that show that the investments are part of the Trust Fund.

2. The OPEB Board may form a partnership under State law to hold or transfer assets as the Board's nominee.
3. The OPEB Board may designate in writing a trustee to hold or transfer assets as the Board's nominee.
4. The OPEB Board must provide that any trustee or partnership that the Board designates must act only as agent of the Board. The Board may set other conditions that the Board finds prudent.
5. Any trustee or partnership that the OPEB Board designates may retain the services of a bank or other financial institution to conduct business.
6. The OPEB Board must maintain the indicia of ownership of the Trust Fund's assets within the jurisdiction of the United States federal courts.

(d) Authorized Investments.

1. The OPEB Board may invest or permit an investment manager to invest the assets of the Trust Fund in any investment it considers prudent within the Board's policies, except as otherwise prohibited in this Section. The Board must use an investment manager except when making an investment in any type of pooled investment vehicle, including any combined, common, or commingled trust fund, retirement or annuity contract, mutual fund, investment company, association or business trust. The Board also may authorize the Board of Trustees staff to make investments in pooled investment vehicles and transition assets from one investment manager to another investment manager.
2. The OPEB Board or any investment manager must not invest in real property, including securities based on ownership or other interests in real property, unless the investment is a pooled investment in which the Board has no power to manage the real property. A pooled investment must not invest more than 10 percent of its assets in real property located in the County. This 10 percent limit applies to the market value of the total assets on the preceding June 30. If the market value of investments in real property in the County exceeds the 10 percent limit as a result of market forces, the Board or the investment manager need not sell an existing equity investment. The Board may obtain valuations and take appropriate steps to comply with this 10 percent limit.
3. If an investment through any combined, common, or commingled trust fund exists, the declaration of trust of that fund is a part of the Trust Fund.
4. The OPEB Board or any investment manager must not invest any Trust Fund asset in any bond, note, or debt instrument issued by:

- i. The County;

- ii. A political subdivision in the County; or
- iii. An agency supported by bond issues underwritten by the County.

However, the Board or any investment manager may invest Trust Fund assets in bonds, notes, and debt instruments of any of these entities if the investment is held indirectly through a mutual fund or other pooled investment vehicle and complies with any limit in the Internal Revenue Code.

(e) Investment Policy. The OPEB Board must establish an investment policy and guidelines appropriate for the Trust Fund, and may review and change the policy and guidelines as necessary.

(f) Investment Manager.

1. Except as provided in subsection 2.4(d)1, the OPEB Board must appoint one or more investment managers to invest all or part of the OPEB trust fund assets consistent with applicable guidelines. If the Board has properly appointed an investment manager, the Board is not liable for any act or omission of the manager and is not otherwise responsible for the investment of funds allocated to the investment manager.
2. Any investment management contract must provide that when the investment manager is making individual investment selections, the investment manager must make individual investment selections subject to applicable Board policies. In any contract, the Board may limit the investment of a specified portion of the Trust Fund to a certain type of property. In any contract, the Board may delegate to the investment manager any power or discretion conferred on the Board under this Article and may assign to the investment manager custody and control of certain Trust Fund assets. The fees charged by any manager are expenses of the Trust Fund.
3. The OPEB Board must monitor the performance of each investment manager and may terminate any appointment. Monitoring may include any tests or analyses that the Board finds prudent in the circumstances to assure the Trust Fund's stability and growth.

(g) Available Cash. The OPEB Board may keep cash available in an amount it finds prudent to pay benefits and expenses. The Board may keep cash on deposit in one or more banks or trust companies organized under the laws of any state or the United States, but the amount on deposit in any bank or trust company must not exceed 25% of the paid-in capital and surplus of that bank or trust company.

(h) OPEB Board Powers. Except as otherwise provided in this Article, the OPEB Board may:

1. buy or subscribe for any investment with any cash, at a premium or discount, and retain the investment;
2. sell, exchange, convey, transfer, lease for any period, pledge, mortgage, grant options, contract with respect to, or otherwise encumber or dispose, at public or private sale, for cash or credit or both, any part of the Trust Fund;
3. subject to Section 2.7(h)2, sue, defend, compromise, arbitrate, compound, and settle any debt, obligation, claim, suit, or legal proceeding involving the Trust Fund, and reduce the rate of interest on, extend or otherwise modify, foreclose upon default, or otherwise enforce any debt, obligation, or claim;
4. retain a part of the Trust Fund assets uninvested in preparation for distributions;
5. exercise any option on any investment for conversion into another investment, exercise any right to subscribe for additional investments, and make all necessary payments;
6. join in, consent to, dissent from, oppose, or deposit in connection with the reorganization, recapitalization, consolidation, sale, merger, foreclosure, or readjustment of the finances of any corporation or property in which the assets of the Trust Fund are invested, or the sale, mortgage, pledge or lease of that property or the property of any such corporation on any terms that the Board finds prudent; exercise any options, make any agreements or subscriptions, pay any expenses, assessments, or subscriptions, and take any other action in connection with these transactions that the OPEB Board finds prudent; and accept any hold any investment issued in or as a result of any such proceeding;
7. vote, in person or by proxy, at any election of any corporation in whose stock the assets of the Trust Fund are invested, and exercise, personally or by any power of attorney, any right appurtenant to any investment held in the Trust Fund, and give general or specific proxies or powers of attorney with or without power of substitution;
8. sell at a public or private sale, enter into an option to sell, mortgage, lease, partition, or exchange any real property at prices and for terms that the Board finds prudent. The Board may execute and deliver deeds of conveyance and all assignments, transfers, and other legal instruments to pass ownership to a buyer, free and discharged of all liens;
9. renew or extend any mortgage, on any terms that the Board finds prudent, and increase or reduce the rate of interest on any mortgage or modify the terms of any mortgage or of any guarantee as the Board finds prudent to protect the Trust Fund or preserve the value of the investment; waive any default or enforce any default in a manner that the Board finds prudent; exercise and enforce any right of

foreclosure, bid on property in foreclosure, take a deed in lieu of foreclosure with or without paying a consideration, and release the obligation on the bond secured by the mortgage; and exercise and enforce in any legal action any right or remedy regarding any mortgage or guarantee;

10. form a corporation or partnership under the laws of any jurisdiction, or acquire an interest in or otherwise make use of any corporation or partnership already formed to invest in and hold title to any property;
  11. incur and pay expenses for agents, financial advisors, actuaries, accountants, and legal counsel, if those expenses are incurred solely to perform the Board's duties under the Trust;
  12. borrow, raise or lend money for the purpose of the Trust Fund, in any amounts and on any terms and conditions as the Board in its discretion finds prudent; for any money borrowed, issue a promissory note and secure the repayment of this note by pledging or mortgaging all or part of the Trust Fund;
  13. hold, buy, transfer, surrender, and exercise all other incidents of ownership of any insurance or annuity contract; and
  14. do any act that the Board finds necessary and exercise the powers of this Article to manage the Trust Fund. The Board may exercise all powers to manage the assets that an individual could exercise to manage property owned by that individual.
- (i) Prohibited Transactions. The OPEB Board must not engage in any transaction between the Trust and the County or any entity controlled by the County or a participating agency in which the Board;
1. lends any part of its income or corpus without receiving adequate security and a reasonable rate of interest;
  2. pays any compensation more than a reasonable allowance for salaries or other compensation or services actually rendered;
  3. makes any service available on a preferential basis;
  4. makes any substantial purchase of securities or other property for more than adequate consideration;
  5. sells any substantial part of its securities or other property for less than adequate consideration; or
  6. engages in any transaction which results in a substantial diversion of its income or corpus.

**2.5 Board Duties and Responsibilities.**

(a) Duty of Care. The OPEB Board must discharge its duties with respect to the Trust Fund;

1. only in the interest of the participants covered under the APRMB and their and eligible dependents;
2. only to provide benefits to participants covered under the APRMB and to defray reasonable expenses of administering and operating the Trust Fund;
3. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;
4. by diversifying the investments of the Trust Fund to minimize the risk of large losses, unless it is clearly not prudent to diversify under the circumstances, and
5. in accordance with the laws, policies, and instruments governing the Trust.

(b) Records. The OPEB Board must maintain accurate and detailed accounts of each investment, receipt, disbursement, and other transaction, including any specific record required by law and any additional record it finds necessary. All accounts, books and records are subject to applicable State laws governing maintenance and disclosure of public records.

(c) Annual Accounting. The Trust Fund fiscal year is the same as the County fiscal year. On or before January 1 of each year, the OPEB Board must file with the Chief of Budget and Management Research a written financial statement.

(d) Ethics. The OPEB Board is subject to Chapter 23 of the Harford County Code, as amended. An OPEB Board member must not:

1. be a party to any transaction engaged in by the Board or an investment manager involving the assets of the Trust Fund;
2. use the gains or profits of the Trust Fund for any purpose except to make investments or payments authorized by the Board;
3. deal with the assets of the Trust Fund for the member's own interest or account;
4. act in any transaction involving the Trust Fund on behalf of a party whose interests are adverse to the interests of the Trust Fund or the interests of participants or beneficiaries of the Trust Fund; or



5. become an endorser or surety, or in any manner an obligor, for money loaned to or borrowed from the Board.

**2.6 Custodian.**

- (a) General. The OPEB Board will select a custodian of the Trust Fund assets. Each payment from the Trust Fund must be made by the custodian as directed by the Treasurer or the Treasurer's designee.
- (b) Contracts. The OPEB Board may make written contracts with banks, trust companies, insurance companies or investment companies, banking services, the payment of benefits and expenses, and any other function necessary to manage and safeguard the assets of the Trust Fund.
- (c) Procurement. Chapter 41 of the Harford County Code, as amended, does not apply to the procurement of goods and services for the Trust Fund.

**2.7 Indemnification of OPEB Board Members**

- (a) General. The County must indemnify each member of the OPEB Board who is or may become a party to any legal action, including any administrative or investigative proceeding, because of service as a Board member, subject to the conditions in this Section.
- (b) Standards; payments.
  1. The County must indemnify a Board member;
    - i. With respect to civil matters, if the member acted in good faith and in a manner that the member reasonably believed to be in the best interest of the Trust Fund; and
    - ii. With respect to criminal matters, if the member had no reasonable cause to believe that the member's conduct was unlawful.
  2. If the County indemnifies a Board member under this Section, the County must indemnify the member for any expense when the member incurs the expense, including:
    - i. Reasonable attorney fees;
    - ii. Judgments;
    - iii. Damages

iv. Fines; and

v. Settlements.

(c) Effect of Terminating any Legal action. The termination of any legal action does not, by itself, create a presumption that a Board member did not act in good faith and in a manner reasonably believed to be in the best interest of the Trust Fund. The termination of a criminal proceeding does not, by itself, create a presumption that a Board member had reasonable cause to believe that any conduct was unlawful.

(d) Exceptions. The County must not indemnify a Board member if:

1. The member is found by a court of other tribunal to be liable for gross negligence or willful and wanton misconduct in the performance of a duty to the Trust Fund; or
2. Liability arises from an action that occurred before the date when all Board members accepted the Trust Fund in writing.

(e) Recovery of Payments. If the County Attorney finds that any indemnification payment was made that was outside the scope of the indemnification allowed under this Section, the County Attorney must take appropriate action on behalf of the County to recover that payment.

(f) Insurance Provided. The County must provide insurance for each Board member against any liability asserted against or incurred by the member with respect to service on the Board. Assets of the Trust Fund must not be used to pay any premium. The County may self-insure, wholly or partly, for this purpose. If the County does not provide adequate insurance coverage or indemnification under this Section, a Board member need not pay any amount attributable to liability incurred by serving on the Board and the County must pay any amount due.

(g) Defenses. The County may assert the defense of governmental immunity, and any other available defense, in any legal action arising out of the actions of the Board.

(h) County Attorney.

1. The County Attorney must determine whether a Board member is eligible for indemnification with respect to any matter and the reasonableness of any fee, expense, or settlement.
2. Unless the County Attorney approves the settlement, a Board member cannot settle a claim against another Board member using:

i. County funds;

- ii. Funds of a Participating agency;
- iii. Funds provided by a self-insurance program of the County; or
- iv. Funds provided under a policy the County has with an insurance company.

**2.8 Amendment and Termination.**

- (a) Termination. Except on termination of the APRMB, no part of the Trust Fund may revert to the County or a participating agency or be used for any purpose other than the exclusive benefit of participants covered under the APRMB. If the APRMB is terminated and all benefit claims and expenses are paid, any remaining assets in the Trust Fund must revert to the County and the participating agencies.
- (b) Amendments. Any provision of this ~~Article~~ Trust may be amended at any time. No amendment may:
  - 1. Authorize any part of the Trust Fund to be used for any purpose other than the exclusive benefit of participants covered under the APRMB and eligible dependents; or
  - 2. Cause or allow any part of the Trust Fund to revert to or become the property of the County, except as provided in Section 2.8(a).
- (c) Compliance with Applicable Law. The Council may amend the Trust at any time, retroactively if required, if found necessary to conform to any requirement of State law, the Internal Revenue Code or any similar act or any amendments or corresponding regulations or applicable guidance.

**2.9 Protection from Creditors.**

Any asset held by the Trust Fund is not subject to any creditor of the County and is exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of any creditor or third person.

WITNESS/ATTEST

HARFORD COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
David R. Craig, County Executive

**BILL NO. 08-28**  
**As Amended**

TRUSTEES OF THE HARFORD COUNTY  
OTHER POST EMPLOYMENT BENEFIT  
TRUST

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
Trustee

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
Trustee

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)  
Trustee

Approved as to form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Robert S. McCord, County Attorney